

*Chester Schools  
Chester, New Jersey*

*Agreement between the  
Chester Board of Education*

*and the*

*Chester Administrators/Supervisors Association*

*2011-2014*



## **PREAMBLE**

This Agreement, entered into this 22<sup>nd</sup> day of March 2011, between the Chester Township Board of Education, hereinafter Board, and the Chester Administrators/Supervisors Association, hereinafter Association, encompasses the agreement of the parties on the terms and conditions of employment for the 2011-12, 2012-13, and 2013-2014 school years. The agreement of both parties is as follows:

### **ARTICLE I RECOGNITION**

- A. The Board hereby recognizes the Association as the representative majority employees group and the negotiating body for all principals and supervisors and excluding all others.
- B. Recognition shall be for the duration of this agreement and renewal shall be automatic yearly except upon request for reconsideration by either the Board or the Association.

### **ARTICLE II. NEGOTIATION PROCEDURE**

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with NJSA 34:13A-1 et seq. In a good faith effort to reach agreement on all matters concerning the terms and conditions of employment. Negotiation will follow the timetable established by the Public Employment Relations Committee.
- B. The parties mutually pledge that the representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make counter-proposals in the course of negotiations. Agreement so reached shall not become effective until a majority of the whole Board and a majority of the Association ratify them. The ratified Agreement shall apply to all members, be reduced to writing and be signed by the president of the Board and the Association.
- C. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

### **ARTICLE III. GRIEVANCE PROCEDURE**

#### **A. Definitions**

1. The term "grievance" means a complaint by any employee or group of employees that there has been an improper application, interpretation or violation of a policy, agreement or administrative decision affecting the terms and conditions of employment of said employee or group of employees.
2. The term's "employee" and "member" shall mean all classification included in the recognition clause.
3. The term "representative" shall mean any representative of the Association or anyone designated by the Association.
4. The term "grievance" shall not be deemed applicable in the following instances:
  - a. The termination of services of or a failure to renew a contract of a non-tenure member, prior to completion of three (3) full years of employment.
  - b. In matters where a method of review as prescribed by law.
  - c. Any matter, which by law or by reason of a decision or decisions of the Commissioner of Education or any court of competent jurisdiction in New Jersey, has been determined to be under the jurisdiction and control of the Board.
  - d. Promotion of employees.
5. The term "immediate superior" shall mean the person to whom the aggrieved employee is directly responsible.

**B. Purpose**

1. The purpose of the grievance procedure is to resolve, at the lowest level possible, the differences concerning the rights of the parties regarding the terms and conditions of employment of the employees.

**C. Procedure**

1. Proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure and shall not interfere with normal operations.
2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to process it through all prescribed levels only with representative, and having it adjusted provided the adjustment is not inconsistent with the terms of this contract. The majority representative shall be given a written copy of the final adjustment of the grievance.
3. Failure of the aggrieved to communicate at any step of this procedure within the specified time limits shall be deemed acceptance by the employee or his representatives of the decision rendered at that level. Failure of the employer at any step of this grievance procedure to communicate the decision on a grievance within the specified time limits shall allow the aggrieved to proceed to the next level. The parties may extend these deadlines by mutual agreement.
4. In the presentation of a written grievance, the employee shall have the right to present his own appeal or to designate representatives of his own choosing as approved by the majority representative to appear with him at any step of the appeal. The Board shall have the right to designate a representative of its own to participate at any step of the grievance procedure.
5. A grievance must be initiated within thirty (30) calendar days of its occurrence in order to be considered under the following procedure.
6. If the grievance affects more than one member, the Association may process the grievance through all subsequent levels of the procedure.
7. Grievances will be processed on the form attached to this contract as Appendix B.

**Level One**

In this instance, any employee's complaint shall be submitted orally to his immediate superior. If the grievance is not resolved orally, it should be submitted in writing within seven (7) school days to the immediate superior specifying the exact nature of the grievance, the date of the violation and the relief sought. The immediate superior shall communicate his decision on the grievance to the employee in writing within seven (7) school days of receipt of the written grievance.

**Level Two**

If the grievance is not resolved, the employee, within seven (7) calendar days, may appeal the decision to the Superintendent of Schools. This must be in writing, reciting the matter submitted to the immediate superior in Level One. The Superintendent shall communicate his decision on the grievance to the employee and the immediate superior within ten (10) school days. If the Superintendent is the immediate superior, Level Two does not apply.

**Level Three**

If the grievance is not resolved, the employee, within seven (7) school days, may appeal the grievance to the Board of Education. All pertinent correspondence shall be submitted to the Board through the Superintendent. The Board or a committee thereof, shall hold a hearing and all parties involved shall be present at the hearing. Upon receipt of the grievance, the Board shall meet within ten (10) school days for the purpose of hearing the grievance. The Board shall render a decision and shall communicate such decision to the aggrieved in writing within thirty (30) calendar days from the date of the hearing. Upon written request of the aggrieved, the reason for such decision shall be included in the written decision. After the Board renders a decision, no further appeals are possible under this procedure.

**D. Miscellaneous**

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum and every effort shall be made to expedite the process.
2. It is understood that employees and the employer shall, during and notwithstanding pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereon shall have been fully determined.
3. It shall be the general practice to process grievances during times that do not interfere with the assigned duties of members. In the event that the Board of Education agrees to hold the proceedings during regular working hours, a member and Association representative participating in any level of the grievance procedures with any representative of the Board shall be released from their assigned duties for that purpose without loss of salary.
4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents, shall be prepared by the Superintendent or his/her designee and given appropriate distribution so as to facilitate operation of the grievance procedure.
5. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance folder and shall not be kept in the personnel folder of any of the participants.

**ARTICLE IV. ASSOCIATION RIGHTS AND PRIVILEGES**

The Association shall have the right to use school buildings at reasonable times outside of school hours for the purpose of holding meetings subject to prior approval of the Board of Education or its designee. Special meetings may be held provided prior approval is obtained through the Board of Education or its designee.

**ARTICLE V. SALARIES AND OTHER PAYMENTS**

- A. The salary guide for employees covered by this Agreement are set forth in Appendix A, which is attached hereto and made a part hereof.
- B. Members employed on a twelve (12) month basis shall be paid in twenty-four (24) equal semi-monthly installments.
- C. When a payday falls on or during a school holiday, vacation or weekend, members shall receive their paychecks on the last previous working day.
- D. All administrators who have successfully completed a minimum of two concurrent years and have received a satisfactory evaluation and who are not pursuing a doctorate degree as per Article IX section A, are eligible to participate in an investment incentive from the board whereby the board will contribute four percent (4%) of the Administrator's annual salary, up to a maximum of \$5,000 to an IRS 403(b)/457(b) plan of the Administrator's choice..
- E. Members accompanying students on overnight trips sponsored by the Board shall be paid two hundred dollars (\$239.00) per assigned member per night.
- F. Members retiring and receiving pension checks in accordance with the procedures of the New Jersey Teachers Pension and Annuity Fund and the estates of members who die while employed by the Board shall receive severance pay at the rate of one hundred thirty dollars (\$130.00) per day for each unused sick leave day accumulated to a maximum payment of \$15,000.
  1. The member(s), whenever possible, shall notify the Board of his/her intention to retire one (1) year prior to the effective date of retirement.
  2. The severance pay to which a member is entitled under the provisions of this section shall be paid in a lump sum payment. The Board of Education will have the discretion to determine the payment date, up to and including the first month of the budget year following retirement.

## **ARTICLE VI. MEMBER ASSIGNMENT**

All employees shall be given written notice of changes in their building assignments not later than June 1, if possible.

## **ARTICLE VII. EVALUATION**

1. A member shall be given a copy of any evaluation report at least twenty-four (24) hours prior to any conference set to discuss the report. The central office copy of the report shall not be filed until after the conference. The member shall be given the opportunity to comment, in writing, upon the completed evaluation form prior to the form being filed in the central office.
2. No material derogatory to a member's conduct, service or character shall be placed in his/her personnel file unless the member has had an opportunity to review the material and receives a copy of the same. The member shall sign to indicate receipt. If the member refused to sign, the Superintendent will so note in the file.
3. The member shall have the right to submit a written answer to material contained in his/her personnel file and his/her answer to such material shall be reviewed by the Superintendent and attached to the file copy. The Superintendent has the right to rebut or clarify the employee's answer.
4. A member shall have the right, upon request; to review the content of his/her personnel file and receive a copy of the contents thereof. Such review shall be at a mutually agreed time.

## **ARTICLE VIII. SICK LEAVE AND LEAVES OF ABSENCE**

### **A. Sick Leave**

All 12-month employees shall be entitled to twelve (12) sick leave days from July 1 to June 30 each year. Less than 12-month employees shall be prorated. Unused sick leave days shall be accumulated from year to year with no maximum limit.

### **B. Temporary Leaves of Absence**

1. All members shall be entitled to the following temporary leaves of absence with full pay each school year; these leaves to be non-cumulative and are to be granted in a consistent and impartial manner to all:
  - a. Three (3) personal days will be granted without reason or approval plus an unlimited number of personal days may be granted at the Superintendent's discretion and approval for a given reason.
  - b. A reasonable number of professional days for the purpose of visiting other schools or attending meetings or conferences of an educational nature when requested by and approved by the Superintendent.
2. A written notification to be signed by the member is to be made at least two (2) school days in advance, or when the request of an emergency nature, as soon as possible after the need for the leave is known by the member.
3. Temporary leaves of absence on the day preceding or the day following a school holiday or vacation will not be granted unless of an emergency nature made known to the Superintendent. Temporary leave may be granted on a Monday or a Friday for specific reasons.

### **C. Maternity Leave**

Maternity Leave will be granted as required by law.

### **D. Leave of Absence for Adoption**

Any member planning to adopt an infant shall inform the Board of such intent at the earliest possible time. Such leave shall be granted in accordance with the law.

### **E. Other Leaves of Absence**

Other Leaves of Absence without pay may be granted at the discretion of the Board of Education.

### **F. Jury duty leave shall be granted to any member who is required to serve. The member will be paid at their regular rate but must surrender to the Board their jury duty stipend.**

## **ARTICLE IX. PROFESSIONAL DEVELOPMENT AND EDUCATION IMPROVEMENT**

- A. Principals and directors who have completed three years of employment and received tenure in the district can apply for reimbursement of up to \$10,000 per year (with a total cap on all members not to exceed \$20,000 in a single school year) to be applied to the cost of earning a doctorate degree. The Board will reimburse for tuition only and shall reimburse the member at a rate not to exceed that established by Rutgers University for a similar degree program. All applications for reimbursement doctorate degrees shall be with prior approval of the Board of Education. For each year that the employee receives this payment, they will agree to work an additional year after they earn the doctorate or they agree to repay the district the moneys paid for the degree. Each employee exercising this part of the agreement will individually sign a binding contract as to the terms of the agreement.
- B. Members may be allowed to attend one out-of-state meeting/convention per year to the educational organization in which they are members. Registration, hotels, transportation and meals are to be paid by the Board, in accordance with New Jersey law. The meeting/convention must be pre-approved by the Superintendent and a majority of the full voting membership of the Board, and shall not to exceed one conference per year, per administrator. The pool is not to exceed \$10,000.00 per year. Members may be permitted to attend one in state, non-overnight meeting/convention per year to the educational organization in which they are members. The cost of the meeting/convention and official convention meals are to be paid by the Board in accordance with New Jersey law. The meeting/convention must be pre-approved by the Superintendent and a majority of the full voting membership of the Board.
- C. The Board for all contract fiscal years (dues, memberships, etc.) will pay professional fees to the associations listed in Appendix C.

## **ARTICLE X. INSURANCE PROTECTION**

- A. Medical – The Board of Education agrees to pay one hundred percent (100%) of the cost of the Horizon Blue Cross Blue Shield Health Insurance POS (Point of Service) Plan or equivalent for all members and their dependents for the term of this Agreement. Administrators electing the Horizon Direct Access Plan will be responsible for paying the difference in cost between the Direct Access Plan and the POS Plan in addition to any State-mandated health benefits contribution as required by the applicable sections of P.L. 2010, Chapter 2.. Any member, who is employed as of July 1, 2008, who resides out of the State of New Jersey, will have to pay 50% of the difference between the Direct Access Plan and the POS Plan (not to exceed an \$800.00 contribution by the member for the term of the Agreement), in addition to any State-mandated health benefits contribution as required by the applicable sections of P.L. 2010, Chapter 2.
- B. Dental - The Board shall pay the dental insurance premium for members and their dependents with a deductible of \$50/\$100.
- C. Enrollment in the above insurance programs shall be in accordance with the rules of the carrier.

## **ARTICLE XI. PROTECTION OF MEMBERS AND PROPERTY**

- A. Members shall not be allowed or required to work under unsafe or hazardous conditions or to perform tasks which endanger their health or safety. Conditions or tasks that meet this criteria are to be determined by the Superintendent. The member shall be consulted prior to the determination.
- B. Members shall immediately report cases of assault suffered by them in connection with their employment to the Superintendent.

## **ARTICLE XII. BOARD'S RIGHTS**

All rights of management which are not specifically and expressly limited by the provisions of other Articles of this Agreement are retained by the Board. These rights include, but are not limited to: the complete management of the school system and the direction of the working forces, the right to plan, direct and control all of the operations or services to be

performed by employees of the Board; the right to schedule work or work to be performed; the right to maintain efficiency; the right to extend, maintain, curtail or terminate, in whole or in part, all educational operations regardless of the reasons therefore the right to hire, promote, demote, assign work, transfer employees between and among schools and positions; suspend, discipline or discharge in accordance with the terms of this Agreement and applicable law; the right to make, amend and enforce rules and regulations, the right to introduce new and improved methods, procedures and equipment or eliminate existing methods, procedures, or equipment and the right to determine the number of persons to be actively employed at any one time are among the exclusive rights of the Board.

#### **ARTICLE XIII. MISCELLANEOUS PROVISIONS**

- A. If any provisions of this Agreement or any application of this agreement to any employee or group of employees or the Board is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. Copies of this Agreement shall be printed at the equal expenses of the Association and the Board after agreement with the Association within thirty (30) days after the agreement is signed. The Board shall provide each member now employed with a copy of this Agreement. Five copies of the Agreement shall be provided for the Association.

#### **ARTICLE XIV. VACATIONS**

- A. Each 12-month employee shall be entitled to twenty (20) vacation days per year.
- B. All vacation days must be approved by the Superintendent prior to being taken. A maximum of five days of vacation may be carried over from one year to the next. Otherwise, at the administrator's option they may sell back to the district up to five days at 1/260<sup>th</sup> per day of their current salary and the money may be placed in the employee's 457(b) or 403(b) plan. Any administrator or supervisor whose employment with the Board in the position of administrator or supervisor commences after June 30, 2011, shall not be eligible to sell back any unused vacation days one year to the next.
- C. An administrator/supervisor shall be compensated fully for any unused vacation days earned in the last year of employment upon resigning or retiring from the district. An administrator/supervisor who dies before his/her contract is completed shall have full pay for those unused vacation days given to his/her estate.
- D. The dollar value of these accumulated unused vacation days will be determined by taking the average of the last three years salary for each administrator/supervisor and dividing that figure by 260 days to determine the per diem value.
- E. This benefit will be payable six months after notification of retirement or the actual retirement day, whichever is later.
- F. Twelve-month employees will have the day off during fifteen (15) holidays during the year. The Superintendent will provide an annual holiday list. If a member has to work during one of these days, the member will receive a comp day for each holiday they have to work.

#### **ARTICLE XV. WORK YEAR**

The Association recognizes the right of the Board to establish positions which have a work year of less than 12 months.

Salaries and sick days will be prorated.

#### **ARTICLE XVI. 125 PLAN**

If an administrator opts out of the POS, he/she will receive 40% of the premium costs, and the Board will receive 60%. It will be given in one lump sum at the end of the school year.

## **APPENDIX A. SALARIES**

- 2011-2012 2% salary increase for each administrator
- 2012-2013 2% salary increase for each administrator
- 2013-2014 2% salary increase for each administrator

## APPENDIX B. GRIEVANCE FORM

Grievant and/or number of grievants \_\_\_\_\_

Building \_\_\_\_\_ Position \_\_\_\_\_

Date Filed \_\_\_\_\_ Time Filed \_\_\_\_\_

### STEP I – LEVEL TWO

A. Date cause of grievance occurred: \_\_\_\_\_

B. 1. Specific statement and description of grievance including sections of Contract violated:

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2. Relief sought: \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_

**DATE** \_\_\_\_\_

C. Disposition by Superintendent \_\_\_\_\_

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D. Position of Grievant and/or Association \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_

**DATE** \_\_\_\_\_

### STEP II – LEVEL 3

A. Date submitted to Board of Education \_\_\_\_\_

B. Disposition of Board of Education \_\_\_\_\_

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**SIGNATURE** \_\_\_\_\_

**DATE** \_\_\_\_\_

## **APPENDIX C. LIST OF PROFESSIONAL ORGANIZATIONS**

NJPSA (New Jersey Principals and Supervisors Association)

NAESP (National Association of Elementary School Principals)

ASCD (Association of Supervision & Curriculum Development)

NMSA (National Middle School Association)

NCTM (National Council of Teachers of Math)

MCESSPA (Morris County Elementary and Secondary School Principals Association)

ALC (Association of Learning Consultants)

NJSSA (New Jersey Special Services Administrators)

NSTA (National Science Teachers Association)

NJSSA (New Jersey Science Supervisors Association)

THIS MEMORANDUM OF AGREEMENT SHALL BE IN EFFECT FOR THE PERIOD JULY 1, 2011 THROUGH JUNE 30, 2014. ALL TERMS AND CONDITIONS OF THIS AGREEMENT SHALL REMAIN IN EFFECT UNTIL REPLACED BY A SUCCESSOR AGREEMENT.

FOR THE BOARD OF EDUCATION

Raymond P. Neumann  
PRESIDENT

Mary Jane Conroy  
WITNESS

3/22/11  
DATE

FOR THE CHESTER ADMINISTRATORS/  
SUPERVISORS ASSOCIATION

Robert Muller

Janelle Stone  
WITNESS

4/14/11  
DATE

